

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCRG Holdings Limited		05/19/2011	LIMITED LIABILITY COMPANY: JERSEY
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	1 Bread Street		
Internal Address:	Bow Bells House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 9BE		
Entity Type:	National Bank: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3162945	ECHO	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	rm. 2928		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	104401206894		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 3162945

900195900

TRADEMARK  
 REEL: 004572 FRAME: 0589

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Janis Nici

Signature:

/janis nici/

Date:

06/30/2011

Total Attachments: 5

source=TCRG security agt#page1.tif

source=TCRG security agt#page2.tif

source=TCRG security agt#page3.tif

source=TCRG security agt#page4.tif

source=TCRG security agt#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 19, 2011 is made by TCRG Holdings Limited, a company incorporated in Jersey with registered number 74007 (the “**Grantor**”) in favor of The Governor and Company of the Bank of Ireland, as Original Lender (the “**Original Lender**”) on behalf of the Secured Parties (as defined in the Senior Facilities Agreement referred to below). Terms defined in the Senior Facilities Agreement (as hereinafter defined) and not otherwise defined herein are used herein as defined in the Senior Facilities Agreement.

WHEREAS, Ebiquity plc, a company incorporated in England and Wales (the “**Company**”), the Original Borrowers, the Original Guarantors (as defined in the Original SFA (as hereinafter defined)) and the Original Lender entered into a senior facilities agreement dated as of March 26, 2010 (the “**Original SFA**”) as amended and restated on November 12, 2010 (the “**November 2010 SFA**”), pursuant to which the Original Lender made available to the Original Borrower certain term loan and revolving credit facilities as set out therein;

WHEREAS, the Company has entered into an Amended and Restated Senior Facilities Agreement dated as of May 19, 2011 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”) which amends and restates the November 2010 SFA in connection with the acquisition by the Company of the Grantor, with The Governor and Company of the Bank of Ireland, as Original Lender and Original Hedge Counterparty, the other Finance Parties from time to time party thereto, the original borrowers listed on Schedule 1 thereto and the guarantors listed on Schedule 1 thereto;

WHEREAS, the Grantor acceded to the Senior Facilities Agreement on May 19, 2011; and

WHEREAS, it is a condition precedent to the execution and delivery of the Senior Facilities Agreement by the Original Lender and the other Secured Parties thereto that the Grantor shall have executed and delivered this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Grant of Security.** The Grantor hereby grants to the Original Lender for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use

trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Liabilities. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Liabilities of the Grantor now or hereafter existing under the Finance Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Liabilities and that would be owed by the Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Liabilities are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of that certain Accession Deed relating to a Composite Debenture dated April 13, 2010 dated as of May 19, 2011, by and among the Grantor, the Company and the Original Lender (the “**Accession Deed**”). The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Original Lender with respect to the Collateral are more fully set forth in the Accession Deed, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Netting. For the avoidance of doubt and without prejudice to any other rights that a Finance Party may have, for the purposes of the Jersey Bankruptcy (Netting Contractual Subordination and Non-Petition Provisions) (Jersey) Law 2005 (the “**Netting Law**”), this agreement constitutes an “agreement” and clause 18.4 of the Debenture (as defined in the Accession Deed), which is incorporated by reference herein by Section 5 hereof and clause 8 of the Accession Deed, is a “set off provision” as defined in the Netting Law.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TCRG HOLDINGS LIMITED**

By: *J. Geddes*  
Name: Jennifer Mary Geddes  
Title: Director

**Schedule A**

*Trademarks*

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
TCRG Holdings Limited	United States	"ECHO"	75749830	July 14, 1999	3162945	October 24, 2006